of the municipal corporation; that there was no idea or intention of either Munroe or McDiarmid incurring any personal liability; and that the proceeds of the note were passed to the credit of what was deemed the township account. . . .

There can be no doubt that such was the true position of this matter, and had there been no suspension of the bank . . . this note at maturity would have been charged up by the bank to the account of the municipality standing in Munroe's name, and of this the municipality would not have been in a position to complain: Bridgewater Cheese Co. v. Murphy, 23 A. R. 66, 26 S. C. R. 443; Armstrong v. West Garafraxa, 44 U. C. R. 515; Molsons Bank v. Town of Brockville, 31 C. P. 174.

But, the bank having gone into liquidation, it is now sought to treat the liability upon this note as a personal debt of the reeve and treasurer (though the municipality, through its counsel at the trial of this action, expressed its willingness to recognize the obligation as its own), principally for the purpose of defeating a right asserted on behalf of defendants to set off, pro tanto, against the claim of the liquidators upon the note, the balance standing to the credit of the municipality in the name of Munroe. Upon the record no right of set-off is claimed in respect of the balance which stood to the credit of defendant McDiarmid. . . .

The borrowing of money in the manner and for the purpose for which it was borrowed is apparently not authorized by the Municipal Act. But, if sued upon the consideration, the municipality would probably have great difficulty in maintaining a defence; yet their liability for money lent, if found, would not suffice to relieve defendants from personal liability on the note. Is there such personal liability?

There being no ambiguity in the form of the note, nothing to indicate that the municipality was intended to be a party to it, I am unable to bring this case within such authorities as Fairchild v. Ferguson, 21 S. C. R. 484, Linders v. Melrose, 2 H. & N. 293, and Alexander v. Sizer, L. R. 4 Ex. 102. The stringent rule excluding parol testimony of intention upon questions of construction applies, and precludes my giving effect to the very clear evidence of the real purpose for which the note was drawn, by holding it to be what the parties thought it, rather than what in fact it is.

Neither is the way open to order any rectification of the instrument to make it conform to what was clearly the intent of all parties. Mutual mistake is fully made out. The parties used a form the legal effect of which they misunderstood. The obstacle to reformation presented by the fact